

DOCUMENTARY TRANSFER TAX \$ NO TAX DUE

Recording Requested By:
SHERIE L. NELSON, City Clerk

Sherie L. Nelson, City Clerk

City of Torrance

When Recorded Mail To:
City of Torrance
3031 Torrance Boulevard
Torrance California 90503

81- 789314

FREE

TRAFFIC CONTROL EASEMENT

WHEREAS, MCDONNELL DOUGLAS CORPORATION

hereinafter called the Grantors, are the owners in fee, or have an interest in that certain parcel of land, hereinafter called "said premises," situated in the City of Torrance, hereinafter called "the City," County of Los Angeles, State of California, more particularly described as follows:

That portion of the 639.07 Acre parcel allotted to Guadalupe M. Dominguez in the partition of the Rancho San Pedro as per decree had in Case No. 3284 of the Superior Court in and for the State of California, County of Los Angeles more particularly described as follows:

Beginning at the intersection of the centerline of Western Avenue 100 feet wide with the centerline of 203rd Street 60 feet wide as shown on the map of Tract No. 4983 recorded in Book 58, Pages 80 through 85 inclusive of Maps, Records of said County thence North 0°22'04" West, 977.16 feet along the centerline of said Western Avenue as shown on Record of Survey filed in Book 52, Page 47 of Record of Surveys of said County to the centerline intersection of a private driveway; thence North 89°37'56" East, 121 feet along the centerline of said private driveway to the True Point of Beginning; thence South 0°22'04" East, 53 feet; thence South 89°37'56" West, 40 feet; thence South 44°37'56" West, 43.84 feet to the Easterly line of Western Avenue 100 feet wide; thence North 0°22'04" West, 144 feet along said Easterly line; thence South 45°22'04" East, 38.18 feet; thence North 89°37'56" East, 44 feet; thence South 0°22'04" East, 33 feet to the True Point of Beginning.

RECORDED IN OFFICIAL RECORDS

RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

17 MIN. 11 A.M. AUG 6 1981
PAST.

WHEREAS, Grantors desire the installation of traffic control devices in, under and on said premises; and

WHEREAS, the City and Grantors have agreed on the installation of a traffic signal at the intersection of Western Avenue and the Douglas/Garrett Driveway north of 203rd Street.

WHEREAS, to accomplish said installation, it is necessary that the Grantors dedicate to the City a Traffic Control Easement over said leased premises to provide for the installation of traffic control devices to serve said signal installation.

1. NOW, THEREFORE, the Grantors hereby grant to the City an easement to erect and maintain traffic control devices in, over, under and across said premises.

2. The easement granted herein includes, but not by way of limitation, the following uses of said premises:

a. The right to install and maintain on said premises traffic control devices, appurtenant equipment and structures, pavement markings, striping and signing reasonably necessary for the orderly movement of vehicular or pedestrian traffic.

b. The right to enter upon and to pass and repass over and along said premises for the purpose of construction, operation, maintenance, repair, modification, use, and/or reconstruction of said traffic control devices, appurtenant equipment and structures, pavement markings, striping and signing.

c. The right to enter onto and to pass and repass over and along said premises to take any reasonable action necessary to prevent traffic congestion on said premises or adjacent streets or highways.

d. The right to enter onto and to pass and repass over and along said premises for the purpose of causing the abatement of any interference with the orderly movement of vehicular or pedestrian traffic on said premises.

3. The City shall have and hold said easement and all rights appertaining thereto, as set forth in Paragraph 2 herein, and all rights as set forth in Paragraph 1 herein, until said premises shall cease to be used for access purposes and shall thereupon execute, record and deliver to Grantor a Quit Claim Deed to said premises.

4. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby covenant and agree with the City, for the benefit of the public in its use of public streets or highways and said premises, as follows:

a. Grantors will not effect or cause to be effected any changes of said traffic control devices including, but not limited to, pavement markings, striping and signing located within said premises unless prior approval has been granted by the Director of Transportation of said City or his designee.

b. Grantors will adequately maintain all pavement markings, striping and signing on said premises in accordance with requirements established by the Director of Transportation of said City or his designee.

c. Grantors shall request of the City and grant the right to

the City to cite and prosecute violations of the Vehicle Code of the State of California and the Torrance Municipal Code which occur on said premises.

5. In the event Grantors should fail to maintain all pavement markings, striping and signing on said premises, as set out in this Agreement, or should fail to maintain the pavement of said premises in a condition reasonably suitable for the passage of motor vehicles, thereover, the City shall notify Grantors of said failures, specifying the conditions constituting a failure of maintenance and the work necessary to correct the conditions. In the event that the conditions set out in the above described notice have not been corrected within ten (10) days from said notice, the City shall have the right to correct the condition and, if it does so, the City shall be reimbursed by the Grantors for all reasonable and necessary expenses in so doing. Nothing in this paragraph shall be construed to preclude the City from entering upon the property subject to the traffic control easement to correct conditions which create a hazard on an adjacent public street at whatever time the City may deem necessary to protect the public health, safety and general welfare; provided, however, that the City shall give Grantors notice of its intention to execute such repairs and provided further that the Grantors shall reimburse the City for all reasonable and necessary expenses incurred in correcting such condition, if the condition is found to be a result of the failure of Grantors to carry out any of the maintenance required by this Agreement.

6. Charges for maintenance performed by City and chargeable to Grantors may be divided equally among them at their option; however, Grantors shall remain jointly and severally liable for such charges. Notice to Grantors for all purposes stated herein shall be given to

McDonnell Douglas Corporation at

3855 Lakewood Boulevard, Long Beach, CA 90846

Attention: Corporate Properties Management M/S 18-84

Such notice shall fulfill all of City's obligation to provide notice to Grantors.

7. Each and every of the terms, covenants and conditions of this Easement shall run with the land and inure to the benefit of and shall bind, as the case may be, not only the parties hereto, but each and every of their heirs, executors, administrators, successors, assigns and legal representatives of the parties hereto.

8. This instrument may be recorded by the County Recorder of Los Angeles County.

Dated this 11th day of December, 19 80.

McDonnell Douglas Corporation
(Grantor)

By: Walter E. Diggall, Jr.

Secretary

(Title)

By: _____

(Title)

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CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by
the deed or grant dated December 11, 1980 from
McDonnell Douglas Corp.

to the CITY OF TORRANCE, a municipal corporation, is hereby accepted
by order of Resolution No. 3417 adopted by the City Council of the
City of Torrance on February 18, 1958, and duly recorded on the 26th
day of February, 1958, in Book 56502, Page 139, Official Records, in
the office of the County Recorder of Los Angeles County, and that the
Grantee consents to the recordation thereof by its duly authorized
officer.

CITY OF TORRANCE

By *Sherie L. Nelson*
SHERIE L. NELSON, City Clerk

DATED: August 4, 1981

(Section 27281 of Government Code; as amended)

PURPOSE: Traffic Control Easement

STATE OF ~~MISSOURI~~ Missouri
COUNTY OF ~~ST. LOUIS~~ St. Louis

81-789314

ON 11 December 19 80
before me, the undersigned, a Notary Public in and for said State, personally appeared
known to me to be the
President, and Walter E. Diggs, Jr. known to me
to be the Secretary of McDonnell Douglas
Corporation
the Corporation that executed the within instrument, known to me to be the persons who
executed the within instrument, on behalf of the Corporation herein named, and acknowledged
to me that such Corporation executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.
WITNESS my hand and official seal.

DONNIE J. SHEAR
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 1/14/84
ST. LOUIS COUNTY

Bonnie J. Shear
Notary Public in and for said State.

ACKNOWLEDGMENT—Corp., Pres. & Sec.